

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B8400255

PRINT DATE: 12/05/17

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

STANDARD FUSEE CORPORATION
DBA ORION SAFETY PRODUCTS
PO BOX 1047
EASTON, MD 21601
(410) 822-0318

REFER QUESTIONS TO:

IRIS LESTER BELL
(410) 767-4612
IRIS.LESTER@MARYLAND.GOV

ITB: 001IT820728

EXPR DATE: 12/05/19
POST DATE: 12/05/17

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

SAFETY FLARES
STATEWIDE CONTRACT

THIS IS A TWO YEAR CONTRACT BEGINNING 12/05/17 THROUGH 12/05/19

THIS CONTRACT CAN BE RENEWED FOR THREE (3), ONE (1) YEAR RENEWAL OPTIONS WITH THE SAME TERMS AND CONDITIONS.

CONTRACT REPRESENTATIVE: KEN HARRISON (410) 822-0318
EMAIL: KENNY@ORIONSIGNALS.COM FAX: (410) 822-7759

REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND WITH THEIR NEED FOR THE FOLLOWING ITEM FOR THE ONTRACT PERIOD SPECIFIED ABOVE.

QUANTITIES ARE ESTIMATED AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE GIVEN.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY IN AN "AS NEEDED" BASIS.

DELIVERY MUST BE MADE WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF USING AGENCIES' ORDERS. FAILURE TO COMPLY MAY RESULT IN TERMINATION OF THE CONTRACT.

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TERMS (cont'd):

PRICES ARE TO BE NET, DELIVERED F.O.B. DESTINATION ANY AUTHORIZED AGENCY WITHIN THE STATE OF MARYLAND. NO TERMS, OTHER THAN THE AGENCY'S TAKING TITLE AND OWNERSHIP UPON DELIVERY F.O.B. DESTINATION, SHALL BE ACCEPTABLE.

THIS CONTRACT IS TO BE A FIRM FIXED PRICE CONTRACT. ALL PRICES CONTAINED HEREIN SHALL BE FIRM FOR THE ENTIRE CONTRACT PERIOD.

THERE IS A MINIMUM OF THREE (3) CASES PER ORDER. SEE ATTACHED SPECIFICATIONS.

THIS QUOTE WAS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HERE-IN.

PURCHASING CARD: THE STATE OF MARYLAND PURCHASING CARD MUST BE ACCEPTED FOR PURCHASES MADE AGAINST THE CONTRACT.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING PURCHASES OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. ADDITIONALLY, VENDORS WHO ARE DETERMINED TO BE IN DEFAULT OF THIS MANDATORY REPORT REQUIREMENT MAY NOT BE ALLOWED TO BID ON ANY FUTURE REQUIREMENTS.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT

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TERMS (cont'd):

SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE INTERNAL REVENUE CODE; OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17.106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THAT STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

COMAR 21.02.03.06 REQUIRES THAT THE SUCCESSFUL BIDDER(S)/OFFEROR(S) UNDER THIS SOLICITATION PAY A FEE TO SUPPORT THE OPERATION OF EMARYLAND MARKETPLACE. A COPY OF COMAR 21.02.03.06 CAN BE FOUND ON THE EMM WEBSITE AT WWW.EMARYLANDMARKETPLACE.COM.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	55020-B3036X	CS	52.2900	

FUSES (SAFETY FLARES) TYPE "B" THIRTY MINUTE RATING, INCLUDING A WIRE STAND. THIRTY-SIX (36) PER CASE. THE FLARES WILL BE IN ACCORDANCE WITH SPECIFICATION ATTACHED.

BRAND OFFERED _____ STOCK # _____

A MATERIAL SAFETY DATA SHEET MUST BE PROVIDED FOR EACH ITEM WITH EACH SHIPMENT IN ACCORDANCE WITH STATE LAW, CODE OF MARYLAND REGULATIONS

SAMPLES ARE REQUIRED BEFORE BID OPENING.

_____ END OF ITEM LIST _____

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WILL BE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER (BASIS FOR AWARD).

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

C O N T R A C T

AVAILABLE TO: DESIGNATED AGENCY ONLY ()
ALL STATE OF MARYLAND AGENCIES ()
STATE AGENCIES AND POLITICAL SUBDIVISIONS (X)

ORIGINAL CONTRACT: # BPO 001B8400255 12/04/17 (2 YEARS)
FIRST RENEWAL OPTION:
SECOND RENEWAL OPT:
FINAL RENEWAL OPTION:

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE

SECTION C
SPECIFICATIONS

**STATEWIDE CONTRACT FOR "SAFETY FLARES" Solicitation
#001ITXXXXXX/MDDGS31XXXXXX**

1. **SCOPE:** This specification identifies red fusees (safety flares) designed for highway use.

27	30 Minute Flare, Wire Stand, Plastic Cap, 1/4 Gross Standard of Quality: Standard Fusee, Orion Safety Product #9340 or approved equal (36/case)	CS
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Minimum order of 30 cases is required to qualify for free freight. See No. 11, Delivery, below for details.

2. **INTENDED USE:** The fusees specified are for use as emergency traffic warning signals in event of enforced parking of a vehicle on a highway.
3. **CLASSIFICATION:** The fusees furnishes under this specification shall burn with a red flame, having a burning time as defined in Section 7.5, and shall be the following type specified:
- TYPE "B" – Fusee with base having a wire stand.
4. **APPLICATION SPECIFICATIONS AND STANDARDS:** The following specifications, standards and test methods, of the issue in effect on date of request for Invitation to Bid, form a part of this specification to the extent specified herein. In the event of a conflict between this specification and applicable document, the requirement of this specification shall take precedence.
- 4.1 Underwriters Laboratory (UL) 912 Standard for Highway Emergency Signals.
- 4.2 Fusees must carry approval of the Bureau of Explosives
5. **CERTIFICATION:** The bidder shall submit, with his bid, a copy of their UL certification indicating compliance of the fuse to the UL specification.
6. **MATERIAL SAFETY DATA SHEET (MSDS)** - A material safety data sheet must be provided with each shipment in accordance with State law, Code of Maryland Regulations.
7. **SAMPLES:** Unless otherwise specified, a total of four (4) samples of the item bidding shall be submitted before bid opening. The samples shall represent exactly the commodity proposed to be supplied. The samples may be retained for comparison and control of future deliveries to the State and the using authorities.
8. **REQUIREMENTS:** The fusee shall conform in all respects with the minimum requirements of the Underwriters Laboratories specification, in addition to the requirements as listed in this specification.
- 8.1 **MATERIAL:** All material used in the construction of the fuse shall be new and suitable for intended use.
- 8.2 **WORKMANSHIP:** The workmanship shall be the highest grade throughout in accordance with the best standard practice for the type of product. The product shall be free from any defects that may affect the safety, appearance or serviceability.
- 8.3 **COLOR:** The fuse tube shall be colored red to indicate its burning color
- 8.4 **OPERATION:** The fuse shall be provided with friction cap ignition. It shall be easily ignited

without matches in wind, rain or snow and shall be protected from moisture by a coating of a waterproof substance.

- 8.5 **BURNING TIME:** Burning time is calculated immediately upon ignition of the fuse. When ignited and placed at an angle of 20 degrees to the vertical (ignition side up) or in a horizontal position, fuse shall burn within the following limits:

FUSEE RATING	MINIMUM	MAXIMUM
27 - 30 MINUTES	27 - 30 MINUTES	33 MINUTES

- 8.6 **CONSTRUCTION:** The type of support shall be designated by the classification type (section 3) with construction as noted.

TYPE "B" – Wire Stand. A base stand shall be permanently attached to the base of the fusee. It shall consist of one length of wire, formed parallel to the body to provide two (2) equal length support legs, attached to the base by a collar of sturdy cardboard tubing securely fastened to the base of the fuse. This wire when bent, as per directions for use shall support the fuse in an upright position. The free ends of the support legs shall be bent back and doubled over so as to present a rounded, smooth end. The gauge of the support wire, the length of each leg as measured from the retaining collar prior to spreading, and amount of support wire foldback shall be as specified.

9. **MARKINGS:** Each fuse shall be marked with the following:

- A. Directions for use in capital letters, which shall include **"ALWAYS POINT FUSEE AWAY FROM FACE AND BODY WHILE IGNITING AND AFTERWARDS"**
- B. Name of manufacturer
- C. Marking on the fuse, **"UL listed"**

10. **ORDERING DATA:** The using authority shall furnish the following information when ordering fuses to this specification::

- A. Name of item, quantity and specification number
- B. The type of fuse
- C. Rating, nominal burning time (7.5)

11. DELIVERY:

- 11.1 Delivery shall be to all State of Maryland locations. Actual delivery location shall be specified at the time of each order.

- 11.2 Delivery Free on Board (FOB) destination:

- Freight Prepaid and Allowed - for all orders meeting the minimum order requirement of 30 cases per delivery location.
- Freight Prepaid and Added - for all orders of less than 30 cases. Freight charges for orders of less than 30 cases shall be quoted at time of order and shall not exceed the actual freight charges incurred by the Contractor.

- 11.3 Shipments shall be received within ten (10) business days from the receipt of an authorized purchase order. No over shipments shall be accepted.